heavy rains, etc., they should be made over to (1) the Patel of the village near which it is collected, and (2) if it is collected in a State Forest to the Forester or the Beat Guard in charge of the State Forest as the case may be.

(*g*) In case the sandal so collected is damaged by fire or stolen the loss sustained by the Government in that behalf has to be borne by the contractor himself which will be recoverable as an arrear of land revenue.

(*h*) Every consignment of sandal sent to the koti must be covered by a pass-port issued by the Range Forest Officer.

(*i*) Dead sandal trees fallen or standing on assessed occupied lands should be felled only if they are marked by the Range Officer beforehand and under his written authority.

(*j*) The branches and top-pieces containing heartwood of the trees felled should also be roughly dressed as aforesaid and sent to koti. Pieces containing heartwood should under no circumstances be left uncollected.

(*k*) The successful tenderer should at the time of mat-halika deposit in Government Savings Bank Rs. 500 including the initial deposit of Rs. 50 towards the fulfilment of the terms of his contract and the same should be pledged to the District Forest Officer. The contract should not be sublet.

9. The final acceptance of the tender rests with the District Forest Officer who reserves to himself the right to reject the lowest or any other tender without assigning any reason therefor.

10. The cost of collection and rough preparation and carting charges will be paid by the Range Officer on the quantity of wood specified in the koti receipt granted by the officer in charge of the Sandal Koti.

11. In the event of the breach of any of the conditions specified in para 8 *supra*, the District Forest Officer is competent to impose a reasonable fine and deduct the same either out of the collection charges or the deposit amount and cancel his contract or to take necessary legal action for the recovery of the amount of loss to Government from the contractor as if it were a revenue demand.

MAHOMED PIR,
District Forest Officer.

SHIMOGA DIVISION.

SALE OF TIMBER.

Notification dated 18th May 1930.

The undermentioned quantities of timber will be sold by public auction under the following conditions at the following depots by the District Forest Officer, Shimoga Division, on the dates noted against each depot:—

Serial No.	Name of depot	Date of sale	Kind of timber	Quantity of timber	Remarks	Hours of sale
				C.ft.		
1	Shimoga	9th June 1930	Matti	5,000	More or less	8 A.M. to 11 A.M. and 2 to 5 P.M.
			Teak	500		
			Bite	2,000		
			Nandi	2,500		
			Honne	1,500		
			Hemne	200		
			Other kinds	10,000		
2	Saw Mill Depot	10th do.	Teak rafters and planks	300		
			Bite	50		
			Honne	100		
			Nandi	1,500		
			Matti	5,000		
			Yettaga planks	200		
			Other kinds	500		
			Teak reepers	3,000		
			Other kind reepers	5,000		
			Teak spokes	50		
			Teak felloe	5		

Conditions.

1. Each bidder shall place a deposit of Rs. 200 with the officer conducting the sale, but defaulters to the department, will not be allowed to bid at the sales.

In the case of purchasers of timber not exceeding Rs. 200 in full value thereof, will be accepted, if tendered on the spot, and the payment of deposit of Rs. 200 in such cases will not be insisted.

2. Any person bidding at the sale may be required by the officer conducting the sale to state whether he is bidding on his own behalf or as an agent, and in the latter case, to produce a written authority duly signed by the principal.

3. The highest bidder shall ordinarily be the purchaser, but the officer conducting the sale, can reject any bid or stop the sale at any stage without assigning any reason to the intending purchasers should any lot be disputed it shall again be put up and sold.

4. Immediately after the lot is knocked down to him, the successful bidder shall sign his name opposite the number and specification of the lot bought by him in a book provided for the purpose. Such signature shall be held as admission on his part of having bought such lot and of having accepted the terms of the sale as herein specified. The sale is subject to the confirmation of the Conservator of Forests in the case of sale exceeding Rs. 1,000.

5. After conclusion of the sale, each purchaser will be furnished with a memo showing the total value of the purchasers made by him. Thereupon he shall pay 10 per cent of the amount in cash to the officer conducting the sale and obtain in return from him a receipt vouching for the payment of the one-tenth value as well as the initial deposit of Rs. 200 should any purchaser fail to comply with this rule, the initial deposit of Rs. 200 shall at once be forfeited to Government and the officer conducting the sale shall be at liberty to resell the timber purchased by such defaulter who shall be required to make good any loss, but shall not participate in any profit from such resale. The amount due by such defaulter on account of loss from resale shall be recovered from him as a revenue demand under section 79 of the Mysore Forest Regulation. In calculating such losses, the initial deposit forfeited to Government shall not be taken into account.

In cases of re-sales for default of payment of value where no bidders are forthcoming, it will be open to the District Forest Officer to fix such price as may appear to him to be reasonable and to proceed for the recovery from the defaulter of the balance if any, after deducting the price so fixed from the original sale amount. A registered notice should be issued to the defaulter intimating the price fixed by the District Forest Officer, for the unsold wood and the amount still due from him which will be recovered as arrears of land revenue.

6. The deposits tendered by the unsuccessful bidders shall be returned immediately after the sales are concluded, those of successful bidders being lodged in the Savings Bank as security deposit.

7. The full value of all timber purchased shall be paid within 15th June 1930.

8. If the amount is not fully paid for by the purchaser before the 15th June 1930, the initial deposit as well as the other moneys already paid in, shall be forfeited to Government and all or any portion of the timber not fully paid for shall be resold at the risk of the purchaser in the manner prescribed for default of payment of one-tenth value in clause 5 *supra*.

9. No timber lot shall be permitted to be removed by the purchaser unless it has been paid for in full, calculated at the rates at which the timber is knocked down to him at the time of sale, excluding the 10 per cent deposit paid for the lot at the time of the sale; and no timber shall be removed from the depot unless a permit is obtained from the Forest Officer in charge of the depot. The earnest money will not be adjusted towards the value of timber, until 90 per cent of the purchase money over and above the security deposit has been paid.

10. Timber purchased should be removed as early as possible, and in no case should it be allowed to remain longer than 90 days after the dates fixed in clause 7 *supra*. Timber not removed after purchase, will remain in the Depot at the risk of the purchaser from the date of the confirmation of the sale.

11. If the timber is not removed within the time allowed, the same may, after ten days' notice to the purchaser, be sold in public auction and the proceeds will be given to the purchaser after defraying all the expenses in connection with the resale.

12. The deposit of Rs. 200 will remain as security for the due fulfilment of all and every one of the terms of sale, for the breach of any of which by the purchaser, the District Forest Officer shall be entitled to forfeit the deposit in whole or in part and in the event of such forfeiture, the sum so forfeited shall be immediately made good by the purchaser so long as the transaction is not finally closed. The security deposit or the balance thereof, if any, shall be returned to the purchaser after the full value of timber purchased has been paid for and the timber fully removed.

13. Interest will be charged on all belated payments at 9 per cent from the date of their falling due up to the date of payment.

C. A. JABBAR,
District Forest Officer.

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